

1 UNITED STATES DISTRICT COURT
2 EASTERN DISTRICT OF NEW YORK

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4 NATOSHA DUNSTON,	:	24-CV-04437-BMC
5 Plaintiff,	:	
6	:	United States Courthouse
7 -against-	:	Brooklyn, New York
8	:	
9 243 DEKALB AVENUE LLC AND 243	:	Monday, November 4, 2024
10 DEKALB AVE RESTAURANT CORP.,	:	(Via Videoconference)
11 Defendant.	:	
	:	

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13 TRANSCRIPT OF CIVIL CAUSE FOR SETTLEMENT HEARING
14 BEFORE THE HONORABLE BRIAN M. COGAN
15 UNITED STATES DISTRICT COURT JUDGE

16 A P P E A R A N C E S:

17 For the Plaintiff: THE LAW OFFICE OF JENNIFER E. TUCEK, PC
18 614 Lexington Avenue, 15th Floor
19 New York, New York 10022
20 BY: JENNIFER E. TUCEK, ESQ.

21 For the Defendant: GORDON & REES, LLP
22 1 Battery Park Plaza, 28th Floor
23 New York, New York 10004
24 BY: JEREMI L. CHYLINSKI, ESQ.

25 Court Reporter: Nicole J. Sesta, RMR, CRR
Official Court Reporter
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Proceedings recorded by computerized stenography. Transcript
produced by Computer-aided Transcription.

Proceedings

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1 THE COURTROOM DEPUTY: Civil cause for a motion
2 hearing on settlement agreement, 24-CV-04437, Dunston versus
3 243 Dekalb Avenue LLC, et al. Please state your appearance for
4 the record, starting with the plaintiff.

5 MS. TUCEK: Jennifer Tucek for the plaintiff.

6 MR. CHYLINSKI: And Jeremi Chylinski on behalf of
7 both defendants, 243 Dekalb Avenue and 243 Dekalb Avenue
8 Restaurant Corporation. Good afternoon, Your Honor.

9 THE COURT: Good afternoon. Rather than risking
10 having anything else go wrong with the settlement, I thought I
11 would call you all here and have the terms put on the record
12 and I'd so order it and everyone will be bound. Let me have
13 the plaintiff summarize what the terms of the settlement are.

14 MS. TUCEK: Of course. Give me one moment and I'll
15 pull up what we have as the outline of the agreement.

16 This matter is concerning plaintiff's visits to a
17 restaurant located at 243 Dekalb Avenue in Brooklyn named
18 Romans. She visited there on a few occasions, which are the
19 dates are provided in the complaint, and encountered barriers
20 to access, including --

21 THE COURT: You're telling me too much. All I need
22 to know is what is the defendant going to do for her.

23 MS. TUCEK: Okay. Regarding the entrance, defendant
24 shall provide a portable ramp readily available with a
25 doorbell and a sign instructing patrons to ring for assistance

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1 with entry. The defendant shall provide one accessible table
2 in the exterior sidewalk area, and -- I'm sorry -- and also
3 shall utilize the portable ramp at the exterior for access to
4 the other outdoor area. Defendant shall provide one
5 accessible table inside the dining room and --

6 THE COURT: Did you say acceptable or accessible?

7 MS. TUCEK: Accessible table inside the dining room.
8 Defendant shall place an accessible table next to the bar, and
9 defendant shall make arrangements with the neighboring
10 restaurant to share its restroom and shall post a sign
11 directing patrons to this restaurant for the accessible
12 restroom. The date for completion is six months from I guess
13 today's date, and the parties agree that defendant shall
14 reimburse plaintiff's counsel and the attorneys for attorneys'
15 fees and costs in the amount of \$10,000.

16 Payment shall be made by wire transfer to the
17 account of Jennifer E. Tucek, PC. Payment shall be delivered,
18 we haven't set this date yet, so perhaps we can do that now.
19 Perhaps defendant can share with me when he feels his client
20 can make this payment.

21 THE COURT: 30 days.

22 MR. CHYLINSKI: Yes, Judge, 30 days because anything
23 shorter, I've been doing this for far too long, it's not that
24 the client doesn't get it done, and I don't want any issue.
25 If you gave me 30 days I'd appreciate it.

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1 THE COURT: 30 days.

2 MS. TUCEK: 30 days is fine.

3 THE COURT: Anyone have anything to add or subtract
4 from the terms of the settlement?

5 MS. TUCEK: I think the Court is going to
6 automatically retain jurisdiction since it was settled on the
7 record. Is that correct?

8 THE COURT: Yes, that's true.

9 MS. TUCEK: I don't have anything else to add.

10 THE COURT: Okay. Mr. Chylinski, anything else?

11 MR. CHYLINSKI: Your Honor, from our standpoint is
12 this going to be confidential or is this going to be on the
13 record, so if anyone was looking at the case they could see
14 the terms?

15 THE COURT: Well, there is a transcript. It's
16 available to anyone who wants to buy the transcript, but it
17 will not be posted on the record, unless someone buys it.

18 MR. CHYLINSKI: Okay. That's fine for us. I just
19 didn't want if I went on ECF to see it, because there's so
20 many of these cases.

21 THE COURT: Okay. The settlement is hereby so
22 ordered and the case is dismissed. The Court is retaining
23 jurisdiction to enforce the settlement agreement.

24 Is there anything else we need to cover?

25 MR. CHYLINSKI: Not from defendants, Your Honor.

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1 Thank you.

2 MS. TUCEK: I don't believe so. Thank you.

3 THE COURT: Thank you for calling in.

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5 (Proceedings concluded at 1:09 p.m.)

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8 I certify that the foregoing is a correct transcript
9 from the record of proceedings in the above-entitled matter.

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11 /S/ Nicole Sesta, RMR, CRR
12 Court Reporter/Transcriber

13 January 23, 2025
14 Date

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Nicole Sesta, RPR, RMR, CRR
Official Court Reporter